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Division of Alcohol and Drug Abuse Programs
108 Cherry Street, P.O. Box 70
Burlington, VT 05402-0070
HealthVermont.gov

**STATE OF VERMONT
AGENCY OF HUMAN SERVICES
VERMONT DEPARTMENT OF HEALTH
DIVISION OF ALCOHOL AND DRUG ABUSE PROGRAMS**

**SEALED BID
REQUEST FOR PROPOSALS
FOR
CHECK YOURSELF CAMPAIGN**

Expected RFP Schedule	
RFP POSTED	April 25, 2016
BIDDER QUESTIONS IN WRITING DUE	May 6, 2016
RESPONSES TO QUESTIONS ARE POSTED	May 18, 2016
BID PROPOSALS DUE	June 1, 2016
BID OPENING	June 2, 2016 at 10:00 a.m.
SELECTION NOTIFICATION	On or before July 1, 2016
ANTICIPATED CONTRACT START DATE	September 1, 2016

LOCATION OF BID OPENING: Vermont Department of Health, Division of Alcohol and Drug Abuse Programs, 108 Cherry Street, Suite 207, Burlington, VT 05402

Please be advised that all notifications, releases, and amendments associated with this RFP will be posted at: <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx>.

The state will make no attempt to contact Bidders with updated information. It is the responsibility of each Bidder to periodically check <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx> for any and all notifications, releases and amendments associated with the RFP.

Single Point of Contact: Megan Trutor
Contact Address: Vermont Department of Health
Division of Alcohol and Drug Abuse Programs
P.O. Box 70
108 Cherry Street, Suite 207
Burlington, VT 05402-0070
Phone: 802-652-4150
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1. Overview

1.1 Requests for Proposals

The Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) is seeking proposals to provide marketing, communications and public health education services (sometimes called counter-marketing or health promotions) to reduce high risk drinking among 21 to 25 year-old Vermonters. The purpose of this request for proposal is to promote and continue to develop the Check Yourself brand, develop an advertising strategy for the next 2 to 4 years, and evaluate effectiveness of both dosage and reach. If a suitable offer is made in response to this Request for Proposal (RFP), VDH may enter into a contract (Contract) to have the selected offeror (the Contractor) perform all or part of the work. This RFP provides details on what is required to submit a proposal in response to this RFP, how VDH will evaluate the proposals, and what will be required of the Contractor in performing the work.

All Bidders on this project must be prequalified for marketing contracts in order to submit an eligible proposal and be considered for this work. Registering with the Vermont Business Registry and Bid System does not prequalify you. Bidders who wish to become prequalified for marketing contracts may submit an application to the Chief Marketing Officer at any time. The Prequalification Application process should be started at a minimum of fifteen (15) business days prior to a scheduled RFP closing date. All completed prequalification applications must be submitted at least ten (10) business days prior to a scheduled RFP closing date for which a Bidder wishes to submit a bid. For more information or to submit a Prequalification Application, visit: http://cmo.vermont.gov/work_with_state_government.

1.2 Background and Need Statement

Vermont's State Health Assessment Plan, Healthy Vermonters 2020, identified the reduction of binge drinking among Vermonters as a public health priority. The Centers for Disease Control and Prevention recognize binge drinking as the most common pattern of excessive alcohol use in the United States. This pattern is associated with health problems such as unintentional injuries from crashes, falls, burns, and drowning; alcohol poisoning; sexual assault; and domestic violence. It is also associated with sexually transmitted diseases, unintended pregnancy, children born with Fetal Alcohol Spectrum Disorder, cardiovascular disease, neurological damage, and liver disease.

Several data sources indicate high risk drinking rates among Vermont young adults age 18-25, consuming 5 or more drinks in one sitting for males, and 4 or more for females. The most recent state-level data from the National Survey on Drug Use and Health (NSDUH) ranks Vermont among the highest states for prevalence of binge drinking in the past 30 days in the 18-25 year-old age group (U.S. prevalence = 37.1%; VT prevalence = 42.7%, ranked 5th among 50 states and the District of Columbia). Vermont young adults ranked second lowest for perception of great risk of consuming 5+ drinks once or twice a week (U.S. rate = 33.4%; VT rate = 24.2%, ranked 2nd). This is of concern since low perception of risk of any substance has been shown to lead to increased consumption of that substance.

The Young Adult Survey (YAS) and College Health Survey (CHS) conducted in Vermont in 2014 also indicate significant high risk drinking among young adults. Binge drinking in the past 30 days was reported by 55.3% of the YAS sample (61.0% for males; 49.4% for females). Binge drinking in the last two weeks was reported for males at 50% and females at 38% in the CHS. Both the YAS and CHS will be administered again in 2016.

VDH ADAP is committed to taking a comprehensive approach to substance abuse prevention, early intervention, treatment, and recovery services. Most people who binge drink are not alcohol dependent. The Check Yourself social marketing initiative is intended to support and augment other evidence-based interventions underway to reduce binge drinking among young adults, including education, support for policies that reduce easy access to alcohol, and increasing screening and brief intervention services through the primary care system.

The intent of the Check Yourself social marketing initiative is to educate the target audience in a memorable way on the unintended effects of binge drinking, and how to prevent these by modifying their drinking habits to more moderate, responsible levels. Campaign materials focus on common, realistic consequences of drinking. As a health communications-based campaign, the strategy of Check Yourself is to maximize message visibility, as measured by digital impressions. During a short pilot phase from October through December 2015, Check Yourself earned up to 24,220 unique impressions via social media channels, and 2,146 unique users to the Check Yourself website (checkyourself-dev.rscgdev.com/). An application has been developed and implemented that moves the strategy from one primarily focused on reach and awareness, to one that includes more audience engagement to help spread the campaign messages.

Bidders should demonstrate the following:

1. Knowledge of behavior change theories, marketing principles, health communication principles, and existing best practices.
2. Ability to negotiate with Vermont media outlets for economical prices and leverage free (matched) airings.
3. Evidence of measurable campaign impact.
4. Experience with digital engagement and promotion for behavior change.
5. Ability to provide services consistent with a full service agency: expertise in marketing, strategy development, advertising, public relations, marketing research/formative research, creative development and production and media planning/buying.

2. Scope of Work and Contractor Responsibilities

The contractor will be responsible for executing an effective social marketing campaign to address high risk drinking behaviors. In order to achieve maximum results within the constraints of the budget, it will be necessary to select and use pre-existing media materials (including ones previously developed by VDH), as well as to be able to create new media and promotional materials if needed. Contractors will be asked to focus on:

- Development of a 2-year public health behavior change marketing strategy
- Campaign message testing of current Check Yourself messages and creative with target audience identified during formative research phase.
- Implementation of at least two paid digital flights per year to reach Vermont young adults ages 21-25.
- Alignment of campaign messages and strategy with public health behavior change theory and best practice.
- Development of new campaign creative and messages as needed based on behavior change science and message testing research.

- Ongoing management of all Check Yourself social media channels and website.
- Working with VDH to establish evaluation goals aligned with a health communications behavior change strategy and implementation of a 2 year evaluation plan.
- Short-term and long-term evaluation measures of Check Yourself campaign.

2.1 Payment Provisions

The total contract will not exceed \$100,000.00 per year/\$200,000.00 in total. Contractor shall submit invoicing on a monthly basis for work completed. Payment terms shall be Net 30 days. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay, as mutually agreed upon. Invoicing must also contain a detail of items and cost for any allowable reimbursable expenses (parts, materials, travel, etc.) as mutually agreed upon.

3. General Provisions

3.1 Contract Terms

The anticipated contract period will be September 1, 2016 – August 31, 2018 with option to renew for up to two consecutive one-year periods. The option to renew will be based upon performance of Contractor and continued funding. The selected Contractor will sign a contract with VDH to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and Bidder's response will become part of the contract. This contract will be subject to review throughout its entire term. VDH will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the Contractor to provide the products, support and/or service offered in their response.

3.2 Contract Award

VDH may award one or more contracts and reserves the right to make additional awards to the same Bidder or other Bidders who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of VDH.

3.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, VDH will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, shall be and remain the property of VDH and shall be delivered to VDH upon 30 days notice by VDH. A Bidder shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from VDH.

3.4 Subcontractors

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall

responsibility for contract performance. The primary contractor must advise VDH of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. VDH reserves the right to reject the hiring of subcontractor during the term of contract.

3.5 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signature, name and address for remittance of payment by the state, hours and rates stipulated, and the contract number.

3.6 Contractor Performance Guidance

All Bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract. Payment of invoices is contingent upon the receipt, review, and approval of required reporting activities, and meeting and/or exceeding of performance milestones. Contractor will be expected to:

Develop and submit a marketing strategy no later than October 31, 2016.

Submit year end campaign reports by August 31, 2017 and August 31, 2018.

3.7 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of VDH.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

3.8 Contractor Responsibilities

The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.

3.8.1 The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.8.2 The Contractor must abide by all State policies, standards and protocols as provided, and defined in the contract. Before commencing work on the contract, the Contractor must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.**

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ N/A per occurrence, and \$ N/A aggregate.

3.8.3 The Contractor must abide by all Federal Regulations if applicable to this contract.

4. Management Structure and General Information

4.1 Project Management

The Contractor will be responsible for the project deliverables, schedule, and adherence to contract provisions.

4.2 Status Reports

The Vermont Department of Health reserves the right to call a meeting with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will advise the Division Director or the Substance Abuse Information Director when/if performance measures agreed upon will not be met. The following status reports will become part of the contract. They include the following:

- Digital metrics of campaign reach
- Mid-year and annual presentation/report to VDH Division of Alcohol and Drug Abuse Programs
- Reports/presentations as requested for meetings of VDH, Commissioners, legislative requests

5. Proposal Requirements

5.1 General Conditions and Requirements

This RFP defines the Scope of Work required and work/management structure within which the chosen Contractor must operate. In order to be considered for selection, Bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

Cost of proposal development is the sole responsibility of the Bidder.

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful Bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the Bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the Bidder shall clearly designate the material as such prior to bid submission. The Bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the Bidder.

- All proposals shall become the property of the State.
- All public records of VDH/ADAP may be disclosed, except that submitted bid documents shall not be released until the Contractor and ADAP have executed the contract. At that time, the unsuccessful Bidders may request a copy of their own score sheets as well as the apparently successful Bidder's proposal. The name of any Bidder submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.
- Consistent with state law, ADAP will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. ADAP will review the submitted bids and related materials and consider whether those portions specifically marked by a Bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If, in ADAP's judgment, pages or sections marked as proprietary or confidential are not proprietary or confidential, ADAP will contact the Bidder to provide the Bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

5.2 Proposal Format

The proposal should be prepared simply and economically providing straightforward, concise descriptions of the Bidder's ability to fulfill the requirements of the RFP. Proposals must be no longer than 15 pages, excluding responses to sections 5.2.1 and 5.2.4, work samples, staff resumes, and the rates pages.

To be considered, each Bidder must submit a complete response to this RFP including:

- Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification IRS Form W-9 and ADAP Contractor Information Summary Form (5.2.1

Response Section I)

- Description of the Bidder's General Background and Qualifications (5.2.2 Response Section II)
- Ability and Approach to Implement the Activities and Specifications of the contract (5.2.3 Response Section III)
- Professional Resume and References (5.2.4 Response Section IV)
- Staffing (5.2.5 Response Section V)
- Proposed Work Plan (5.2.6 Response Section VI)
- Quality Control (5.2.7 Response Section VII)
- Cost Proposal (5.2.8 Response Section VIII)
- Exceptions (5.2.9 Response Section IX)

5.2.1 Response Section I: Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number & Certification (IRS Form W-9), and ADAP Contractor Information Summary Form

The transmittal letter must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the transmittal letter must include the following statements:

- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.
- Statement showing agreement that Bidder's procedures shall be in compliance with all applicable Federal and State laws.
- A statement that the Bidder agrees to the standard State contract requirements in Attachments C, E, if applicable, and F; which are included under Section 7 Attachments.
- A statement that the price was arrived at without conflict of interest.
- A statement of any limitations on the number of hours, days of the week, or weeks in the year that the Bidder would be unavailable to perform the above scope of work.
- A statement of any other considerations or limitations, if any, related to the Scope of Work the Bidder will be expected to perform.
- A statement of any considerations or limitations, if any, related to the geographic service area that the Bidder would be available to service.

Along with the above statements, the Transmittal Letter must include, by attachment, the following information about the Bidder and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Location of the facility from which the Bidder would operate.
- Number of years' experience carrying out the activities described in the RFP.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the Bidder has been in

business continually for the last three (3) years.

- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Insurance Certificate must be included in Response Section I. As part of the proposal packet the Bidder must provide current certificates of insurance. Any questions a Bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 5.4 of this document. In the absence of a question, and upon contract negotiations, the apparently successful Bidder must provide a Certificate of Insurance that meets the minimum coverage specified in section 3.8.2 of this document.
- Taxpayer Identification Number & Certification (IRS Form W-9) in Response Section I.

5.2.2 Response Section II: General Background and Qualifications

Bidder must provide the following information about their company so that the VDH can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. The VDH may require additional documentation to support and/or clarify requested information.

- A brief description of the company, including past history, present status, and (if applicable) future plans, etc.
- Company size and organization.
- Disclose any history of defaults, contract terminations, and bankruptcies.

5.2.3 Response Section III: Ability and Approach to Implement the Activities and Specifications of the RFP

This section of the proposal will contain the ability and approach that the Bidder will take in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). This section should include activities/tasks the contractor will accomplish along with measurable outcomes.

The Bidder's ***approach (or process)*** should demonstrate the ability to do the following:

- Implement a Check Yourself campaign marketing strategy to address high risk drinking behaviors.
- Align campaign messages and strategy with public health behavior change theory and best practice.
- Consult with VDH staff and utilize existing research/guidance or best practice proven to be effective with the target population. This may include messages, strategies, or specific promotions with proven outcomes.
- Use research (primary and/or secondary) to build knowledge of the target audience.
- Devise strategies for determining the extent to which the campaign will reach the intended target population, and with what reach and frequency.
- Pre-test materials (existing or newly created) with members of the target population before executing new phases in the campaign.
- Implement paid digital media flights to reach the target audience.
- Manage social media channels and Check Yourself website.
- Consult with VDH to establish evaluation goals, and implement an evaluation plan.
- Provide necessary metrics and measurements for programmatic evaluation.

- Provide effective project management through staffing and communication.

Include relevant case studies and work samples in this section, including digital files.

5.2.4 Response Section IV: Professional Resume and References

Bids shall include a professional resume of the Bidder/individual who will perform the services. Please list key staff and their roles on this project. Bids shall also include references as follows:

- A list of three (3) references including relationship, mailing address, telephone number, and email address.
- Names of organizations for which you have done related work, and contact information for a person at the organization who can speak about your past successes, including their professional title, address, email address, and telephone contact number.

In order to validate the highest-ranking proposal, references may be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

5.2.5 Response Section V: Staffing

This section should contain the following information about the Bidder's staffing to support the project.

- Is your organization a **full service agency** with expertise in marketing, strategy development, advertising, public relations, marketing research/formative research, creative development and production, social/digital media and media planning/buying? If no, how do you plan to partner with other consultants and/or organizations to represent a full service agency? Will sub-contractors be used and if so, what are their areas of expertise? Please provide details. If yes, please elaborate.
- Does your company have adequate staff time that can be devoted to the Marketing and Communications contract? If no, explain how you propose to obtain adequate staff. If yes, please elaborate.

5.2.6 Response Section VI: Proposed Work Plan (Response to Requirements)

This section should contain the following information about how the Bidder will implement the approach described in Responses Section III, to accomplish the goals of the project. Include key ideas, activities/milestones, and timeframes required for increasing brand awareness, message recall and understanding, and evaluation:

- Development of a behavior change marketing strategy.
- Message testing of current campaign messages and creative with target audience.
- Development of new campaign creative and messages.
- Implementation of two paid digital flights per year.
- Management of all Check Yourself social media channels and website.
- Establishment of evaluation goals, and implementation of a 2 year evaluation plan.

5.2.7 Response Section VII: Quality Control

This section of the proposal should contain a description of the Bidder's quality control procedures:

- What are your company's controls and processes for data backups (e.g., on-site

- and off-site)?
- What are your company's controls and processes for security, such as virus protection, firewalls, building access, and office/file access, etc.?

5.2.8 Response Section VIII: Cost Proposal

Estimated costs should include a breakdown of staff time, project expenses, etc. in the following format:

Budget Line Items	Rate (if applicable)	Total Estimate
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Project costs can be provided as a range, so long as the reason for the difference between the high-end and low-end is clearly articulated.

Provide a list of staff rates based on function.

5.2.9 Response Section IX: Exceptions

If the Bidder should choose not to address a certain activity, deliverable or condition, the Bidder's proposal must clearly explain why and what the Bidder proposes as an alternative.

5.3 Single Point of Contact

All communications concerning this RFP shall be addressed in writing to the attention of:

Megan Trutor
 Substance Abuse Information Director
 Department of Health
 Division of Alcohol and Drug Abuse Programs
 P.O. Box 70
 108 Cherry Street, Suite 207
 Burlington, VT 05402-0070
 Email: megan.trutor@vermont.gov

Attempts by Bidders to contact any other party could result in the rejection of their proposal as determined by VDH.

5.4 Question and Answer Period

Any Bidder requiring clarification of any section of this proposal or wishing to submit questions, comments, or take exception to any requirements or other portion of the RFP may do so according to Section **5.5 RFP Timetable** listed below.

Questions must be emailed to the RFP contact person listed in Section 5.3 of this proposal on or before May 6, 2016.

Any clarification or question not raised in writing on or before the last day of the initial question period of May 6, 2016 by 4:30 p.m. is waived. Any objection to the RFP or to any provision of the RFP, which is not raised in writing, is waived. A copy of all questions or comments and the State's responses will be posted on Vermont Business Registry and the Vermont Department of Health, Alcohol and Drug Abuse Programs websites at <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx>.

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.5 RFP Timetable

The timetable below presents the VDH schedule for this RFP and contracting process. Please note that VDH may change this schedule at any point.

<u>ESTIMATED RFP SCHEDULE</u>	<u>DATE:</u>
RFP Release Date:	April 25, 2016
Bidder Questions in Writing Due	May 6, 2016
ADAP Response to Questions posted by:	May 18, 2016
Bid Proposals Due:	June 1, 2016
Bids Opened:**	June 2, 2016
Selection Notification Announcement	On or before July 1, 2016
Proposed Start Date for Contract	September 1, 2016

**A public bid opening will be held at the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs, Conference Room 207, 108 Cherry Street, Burlington, VT, at 10:00 a.m. Eastern Time on June 2, 2016.

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP.

5.6 Proposal Submission

An original and five [5] copies of the bid proposal must be sealed and addressed to:

Megan Trutor
Vermont Department of Health
Division of Alcohol and Drug Abuse Programs
P.O. Box 70,
108 Cherry Street, Suite 207
Burlington, VT 05402-0070

AND a PDF format of the bid proposal submitted electronically to:

ahs.vdhadapcontracts@vermont.gov and megan.trutor@vermont.gov. Submission email subject line must read **Check Yourself Campaign RFP** and include the name of the Bidder. **BID ENVELOPES MUST BE CLEARLY MARKED "SEALED BID."** Bids not in possession of ADAP identified single point of contact by the due date and time will not be considered and will be returned to the Bidder unopened.

Please note that any and all pages of the Bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described above. Use the numbering designations outlined, e.g. Response Sections I, II, III, IV, V, VI, VII, VIII and IX. The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements. **The closing date for the receipt of bid proposals is June 1, 2016 at 4:30 PM Eastern Standard Time.**

Bid must be received via email, mail or hand delivery, prior to that time. Proposals or

unsolicited amendments submitted after that time will not be accepted. There are no exceptions to the closing date conditions.

5.7 Delivery Methods:

5.7.1 U.S. Mail

Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Division of Alcohol and Drug Abuse Programs prior to the time of the bid opening.

5.7.2 Express Delivery

If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Division of Alcohol and Drug Abuse Programs.

5.7.3 Hand Delivery

Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.7.4 ELECTRONIC/EMAIL: AHS.VDHADAPContracts@vermont.gov and megan.trutor@vermont.gov.

Faxed bids will not be accepted.

ADAP may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- The failure of the Bidder to adhere to one or more provisions established in this RFP.
- The failure of the Bidder to submit required information in the format specified in this RFP.
- The failure of the Bidder to adhere to generally accepted ethical and professional principles during the RFP process.

If a proposal is selected for final consideration, the Bidder will be invited to negotiate a contract.

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Amendments, addenda, questions and answers and any relevant information will be posted at:

Vermont Business Registry at <http://vermontbusinessregistry.com/> and the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs at <http://healthvermont.gov/adap/adap.aspx>.

It is the Bidders' responsibility to check periodically for such information.

Read all instructions carefully. If you do not comply with any part of this RFP, ADAP may, at its sole discretion, reject your proposal as non-responsive. ADAP reserves the right to waive any requirements contained in this RFP.

6. Proposal Evaluation

6.1 General Evaluation Process

ADAP will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. Proposals must comply with the instructions to Bidders contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

The following are the components and point system for the evaluation:

Criteria for Scoring	Total Points
5.2.1 Response Section I (1 point total)	
Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number & Certification (IRS Form W-9), and ADAP Contractor Information Summary Form	1
5.2.2 Response Section II: Background and Qualifications (9 points total)	
Brief description of the company	5
Company size and organization	3
History of defaults, contract terminations, or bankruptcies	1
5.2.3 Response Section III: Ability to Implement Activities (30 points total)	
Check Yourself campaign marketing strategy	4
Align campaign messages and strategy with public health behavior change theory and best practice	2
Utilize existing research/guidance or best practice proven to be effective with the target population	2
Use research to build knowledge of the target audience	2
Devise strategies to determine campaign reach with the intended target population	4
Pre-test materials with members of the target population before executing new phases	2
Implement paid digital media flights	3
Manage social media channels and Check Yourself website	2
Establish evaluation goals and an evaluation plan	4
Provide necessary metrics and measurements for programmatic evaluation	4
Provide effective project management through staffing and communication	1
5.2.4 Response Section IV: Professional Resume and References (3 points total)	
Key staff and their roles on this project	1
Three (3) references including relationship and contact information	1
Names and contact information of organizations for which Bidder has done related work	1
5.2.5 Response Section V: Staffing (8 points total)	
Full service agency with expertise in marketing, strategy development, advertising, public relations, marketing research/formative research, creative development and production, social/digital media and media planning/buying	5
Adequate staff time devoted to the Marketing and Communications contract	3
5.2.6 Response Section VI: Proposed Work Plan (30 points total)	
Develop a behavior change marketing strategy	5
Message testing of current campaign messages and creative with target audience	5
Develop new campaign creative and messages	5
Implement two paid digital flights per year	5
Manage Check Yourself social media channels and website	5
Establish evaluation goals, and implement a 2 year evaluation plan	5
5.2.7 Response Section VII: Quality Control (4 points total)	
Controls and processes for data backups	2
Controls and processes for security (e.g. virus protection, firewalls, office/file access)	2
5.2.8 Response Section VIII: Cost Proposal (15 points total)	
Breakdown of staff time and project expense estimates in the identified format	15

All documents related to this bidding process, including Bidders' proposals and the evaluation review team's score sheets, are considered public domain and copies may be requested after the contract has been awarded.

6.1.1. Minimum Requirements

Each proposal will be reviewed to ensure it is sufficiently responsive to the RFP to allow a complete evaluation on the following:

- The proposal must have been received electronically and in paper form by the date, hour (Eastern Standard Time), and in the number of copies specified in Section 5.6.
- The proposal must contain the following items in the following order:
 - Response Section I: Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification IRS Form W-9 and ADAP Contractor Information Summary Form
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability and Approach to Implement the Activities and Specifications of the RFP
 - Response Section IV: Professional Resume and References
 - Response Section V: Staffing
 - Response Section VI: Proposed Work Plan
 - Response Section VII: Quality Control
 - Response Section VIII: Cost Proposal
 - Response Section IX: Exceptions

The State reserves the right to reject any and all proposals.

6.1.2. Evaluation of the Financial Proposals: The financial proposals will be examined to determine if it meets requirements and is consistent with industry pricing.

Any pricing proposals that are incomplete, exceeds \$100,000.00 per year/\$200,000.00 in total, or in which there are significant inconsistencies or inaccuracies may be rejected by the State.

6.1.3 Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the State will select a Bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of VDH. The selected Bidder will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables.

In the event that VDH is not successful in negotiating a contract with a selected Bidder, VDH reserves the option of negotiating with another Bidder. Any contract negotiated must undergo review and signature according to statute and policy. **The contract is for two years. The contract may be renewed without rebidding for up to two additional one-year periods with approval from the Administration.** Award of a contract and any renewals thereof are contingent upon availability of funds.

Penalties and/or Retainage may be a condition of this contract.

6.1.4 Scoring Information

The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 6.1.

7. Attachments

Attachment C:	Standard State Provisions for Contracts and Grants
Attachment E:	Business Associate Agreement, if applicable
Attachment F:	Agency of Human Services Customary Contract Provisions
Appendix I:	ADAP Contractor Information Summary Form

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It

is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken

and finally determined and the Party has no further legal recourse to contest the amounts due.

- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C_9-1-2015_rev

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its _____ **[Insert Name of AHS Department, Office or Division]** (“Covered Entity”) and **[Insert Name of Contractor/Grantee]** (“Business Associate”) as of _____ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the

purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered

Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or

transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual’s PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency’s or the affected individual’s written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et

seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult

has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

Appendix I: ADAP Contractor Information Summary

Contractor: The Contractor will oversee the activities outlined in the contract, receive the funds, manage the money and report finances to ADAP, unless there is a Fiscal Agent.

Is the Contractor and Fiscal Agent the same? YES NO

Note: The Vermont Department of Health Business Office mails contract paperwork (copies for signature, final copies, invoices, etc.) to the Fiscal Agent. Checks/electronic deposits will be issued to the fiscal agent listed on this form.

Contractor Name and D/B/A Name if different:

(Full legal name of organization responsible for fiscal management)

Federal Tax ID: Vermont Tax ID:

Form of Business Organization:

Indirect Cost/Cost Allocation Plan Rate: Federally Approved: YES NO
(U.S. Health & Human Services Cost Allocation Services)

Remit To Address: *Street:*

City:

State:

Zip:

Business Office Contact:

Phone:

Ext: Email:

Contact person for e-mail reminders about reporting: Contact:

Phone:

Ext:

Email:

CEO/Executive Director:

(Organization's senior staff member that has the authority to legally sign the grant/contract agreement)

Name:

Title:

Contact Information: Email:

Phone:

Fiscal Agent Organization Name: *The Fiscal Agent will receive the check, manage the money and report finances to ADAP.*

Name of Fiscal Agent:

Title:

Mailing Address: *Street:*

City:

State:

Zip:

Phone:

Ext:

E-mail:

Attachments: Contractor **must** submit the following items with this form:

1. W-9 Tax Form (**updated and within 6 months of pending contract or amendment**)
2. Certificate of Liability Insurance, per Attachment C, that covers the following:
 - a. General Liability
 - b. Automobile Liability
 - c. Worker's Compensation
 - d. Professional Liability Insurance Certificate (if Applicable)

To request a copy of Attachment C for insurance requirements, please e-mail adap.contracts@state.vt.us

CONTRACTOR must be registered with the Vermont Secretary of State to do business in Vermont. If you are not registered to do business in the State of Vermont, please go to <http://corps.sec.state.vt.us/> for more information.

CONTRACTOR must check with the Vermont Department of Taxes (802)828-2551 or <http://www.state.vt.us/tax/index.shtml> regarding a Vermont Tax ID.